

**IN THE UNITED STATES DISTRICT COURT
OF THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

JIM DAVIS AND MARIA DAVIS

PLAINTIFFS

VERSUS

CAUSE NO. 1:23cv354 LG-BWR

**DIRECTV, LLC AND OR
DIRECTV INC.**

DEFENDANTS

**COMPLAINT
PLAINTIFFS DEMAND A JURY TRIAL**

COMES NOW, Jim Davis and Maria Davis and files this complaint against DIRECTV, LLC and or DIRECTV, INC. and states their claim for relief as follows to Wit:

**PARTIES
PLAINTIFFS**

1. Plaintiffs, Jim Davis and Maria Davis are married and are residences of the First Judicial District of Harrison County, Mississippi located in the United States District Court of the Southern District of Mississippi, Southern Division and name their Defendants the following:

DEFENDANTS

2. DIRECTV, LLC a limited liability corporation, headquartered and registered doing business primarily as a California LLC location, 2260 E. Imperial Highway, El Segundo, California 90245. DIRECTV, LLC also has a registered agent in good standing in the State of Mississippi under the name of C.T. CORPORATION SYSTEM, 645 Lakeland Drive East Drive, Suite 101, Flowood, Mississippi 39232.

3. DIRECTV, INC. is a corporation headquartered and doing business in the State of California, location is 2260 E. Imperial Highway, El Segundo, California, 90245.

DIRECTV, INC. also has a registered agent in good standing in the State of Mississippi under the name of CSC OF RANKIN COUNTY INC., Mirror Lake Plaza, 2829 Lakeland Drive Suite 1502, Flowood, Mississippi 39232. Both corporations are incorporated in the State of California.

JURISDICTION

4. Both Defendants headquarters and corporate domiciles are in the State of California. The court has jurisdiction because of the **diversity of citizenship** of the parties, the Plaintiffs being residents of the First Judicial District of Harrison County, Mississippi, United States District Court of the Southern District of Mississippi, Southern Division, (See 28 U.S.C.A. §1332). The Defendants both clearly have headquarters and principal place of business in the State of California in the City of El Segundo. Currently, the Defendant's, DIRECTV, LLC, and DIRECTV Inc., are registered to do business in the State of Mississippi and are in the State of Mississippi.

5. This particular claim raises Federal questions because it has issues concerning the **Fair Debt Collection Act** (See U.S.C.A. §1692 et. seq.) and therefore this Court has jurisdiction under **Federal subject matter jurisdiction**, (See 28 U.S.C.A §1331).

FACTS

6. Jim Davis and Maria Davis began a relationship with DIRECTV (referring to DIRECTV LLC, and DIRECTV Inc.) in 1998. They were living at that time at 12447 Windance Drive, Gulfport, Mississippi 39503. Their account was 490326.

7. The Plaintiffs then sold the residence of 12247 Windance Drive, Gulfport Mississippi, 39503 and transferred their account #490326 to their new residence of 33 Chapel Hill Road, Bay Saint Louis Mississippi, 39520 specifically for the reason that the

account had a history stemming from 1998. DIRECTV accommodated the Davis's with no question of keeping the account but changing the addresses because they were long-standing excellent customers. The transfer was made from 12447 Windance Drive, Gulfport, Mississippi to the new address of 33 Chapel Hill Road, Bay Saint Louis Mississippi, 39520.

8. In early January 2022, the Plaintiff's sold the home located on 33 Chapel Hill Road, Bay Saint Louis Mississippi, 39520 and immediately contacted DIRECTV to close the account. DIRECTV gave the Davis's the required information on closing the account and how to return the equipment that was due back to DIRECTV. DIRECTV sent the boxes for the equipment and the Davis's were directed to drop off the boxes to UPS for shipping.

9. On January 31, 2022, as detailed in the attached letter, (See attached, Exhibit A) The Davis's returned the equipment with a cover letter stating to close out the account #490326. This letter and equipment were received on February 18, 2022 by DIRECTV.

The letter as follows:

“January 31, 2022

Direct TV

**RE: Account #490326
Equipment return**

Gentlemen:

Please find enclosed information about my Direct TV account I am closing, number 490326, 12447 Windance Drive, Gulfport, Mississippi, 39503.

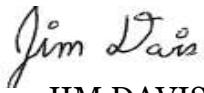
I am not closing or cancelling my Direct TV account at 19374

Northridge Drive. Account #255385687. **Please do not cancel the account at 19374 Northridge Drive, #255385687.**

When I attempted to cancel account #490326, 12447 Winddance Drive, the Direct TV associate cancelled my Direct TV service at 19374 Northridge, Gulfport, Mississippi 39503.

Please let me know if I can be of any further assistance. I remain, as always,

Very truly yours,



JIM DAVIS

JD/jlh"

10. The Davis's had another property located at 19374 Northridge Drive, Gulfport, Mississippi 39503 that had an established DIRECTV account for a number of years, this account is account #255385687.

11. All these actions the Davis's were doing were backed up by extremely long involved phone calls to DIRECTV. These phone calls most of the time were 40 minutes or longer and were being recorded.

12. As the letter of January 31, 2022 attached indicates, the Davis's tried to cancel their account #490326 of 12447 Windance Drive Gulfport, Mississippi, 39503. After receiving the letter of 01/31/2022, DIRECTV cancelled the DIRECTV service at 19374 Northridge Drive Gulfport account #255385687.

13. The Davis's called DIRECTV to point out the error made by the Defendants. The reason for this call was to ask DIRECTV to please turn back on the service of the account #255385687 at 19374 Northridge Drive Gulfport, Mississippi, 39503 and close the account #490326. The representative pointed out to Mr. Davis that if the amount of

\$275.82 was paid to DIRECTV, that account would be closed. March 21, 2022 a check was sent in the amount of \$275.82 and the Plaintiff's felt the account was closed and resolved.

14. Further investigation reveals that on February 18, 2022 DIRECTV received all the equipment in relation to account #409326 with the cover letter of January 31, 2022. The plaintiff's felt certain that DIRECTV had closed out the account #490326.

This is when DIRECTV's **fraud** and **material misrepresentation** and **illegal debt collecting began.**

15. DIRECTV sent the Plaintiff's a bill for account #490326 which was labeled DIRECTV. They then sent a bill labeled AT&T for account #255385687, the bills came at different times of the month and came to Jim Davis' Post Office Box 1839, Gulfport, Mississippi 39502.

16. Mr. Davis is a very busy attorney and tries to keep all bills paid up to date in a timely manner including two DIRECTV bills which he thought was for only one service at the location 19374 Northridge Drive, Gulfport, Mississippi 39503.

17. This fraudulent bill collection is in clear violation of The **Fair Debt Collection Act** and continued from March 2022 through the last bill October 18, 2023. This was after numerous phone calls and the Plaintiffs had to mail a letter begging they be refunded the money paid incorrectly to DIRECTV, and that was sent to DIRECTV on October 1, 2023 and received on October 7, 2023 by DIRECTV. (See attached, Exhibit B).

18. DIRECTV's response to Plaintiff's October 1, 2023 letter was another bill dated 10/19/2023 claiming that it was **past due**.

COUNT I
FAIR DEBT COLLECTION ACT

19. Plaintiff incorporates paragraphs above: 1 through 17
20. Under 15 U.S.C.A § 1692e concerning **False** or Misleading Representations concurring (2) The False Representation of (A) the character, amount, or legal status of any debt. The Plaintiff owed nothing, cancelled DIRECTV services, orally told Defendants they did not want their services and on 01/31/2022 wrote DIRECTV and returned their equipment to them. This letter and equipment were received by DIRECTV on 02/18/2022.
21. Every bill the Defendants sent to the Plaintiff's were False Misleading statements from 02/18/2022 forward. Sending two bills each month from two different name creditors for debt is false and misleading. This is **20 violations of the Fair Debt Collections Act.**
22. After receiving the letter of October 1, 2023 demanding a refund for all fraudulently received illegal payments DIRECTV received, which Defendants received on 10/07/2023. On October 19, 2023 DIRECTV sent the Plaintiff's a '**Past Due**' notice. The **audacity or unconscionable** acts of DIRECTV are beyond **comprehension**.
23. It is unfair practices to collect a debt that is not owed (See, 15 U.S.C.A 1692(f)(1).
24. 15 U.S.C.A § 1692 proves the Plaintiffs are entitled to the following damages:
 - (i) Actual damages \$3,209.53 for amounts of illegally bills paid by the the Plaintiffs to the Defendants.
 - (ii) \$1,000.00 for each violation of the Defendant's mailing bills that were not owed.
 - (iii) Attorneys' fees and costs of court and interest from 10/07/2023 forward.

(10/07/2023 was the date the demand letter was received.)

WHEREFORE, Plaintiffs request a judgment against the Defendants for all violations of the **Fair Debt Collections Act**.

COUNT II
FRAUD

25. Plaintiff incorporates paragraphs above: 1 through 22

26. The Plaintiffs contend the Defendant committed **actual fraud** by submitting bills under the heading of AT&T and DIRECTV and the Plaintiffs immediately acted on this fraud-based bills when they figured out its existence. The Defendants sent two bills at different times of the month for the same debt.

WHEREFORE, Plaintiffs request the damages detailed below.

27. The Defendant, DIRECTV **negligently, maliciously, or intentionally** hid the fact that they were sending two bills for the same service, one from AT&T, the other from DIRECTV and this was after all the phone calls and equipment that had been returned to DIRECTV and was received by them on February 18, 2022. The Plaintiffs did not discover the **fraud** until FEBRUARY 2023- IMMEDIATELY acted with correspondence to the Defendants.

28. The Defendant's did not cease and desist their fraudulent activity of sending out false bills until they received correspondence from the Plaintiffs demanding a refund for the over payment they made for the fraudulent or clearly negligent misrepresentation of bills sent to them that were totally illegal, fabricated and were clearly not owed.

WHEREFORE, Plaintiffs request the damages below.

COUNT III
NEGLIGENT MISREPRESENTATION

29. Plaintiff incorporates paragraphs above: 1 through 25
30. By the Defendants mailing two bills to the Plaintiffs one from DIRECTV and the other from AT&T, when they knew everything about account #409326 and nothing was owed and requested the Plaintiffs make payments in connection with that account and bills, was clearly a fraudulent negligent misrepresentation of the true facts and they should compensate the plaintiffs herein.

WHEREFORE, Plaintiffs request damages detailed below.

COUNT IV
UNJUST ENRICHMENT

31. Plaintiffs incorporates paragraphs above: 1 through 26
32. The Defendants **unjustly enriched** themselves for their **illegal fraudulent bills** they sent the Plaintiff's as it relates to account #409326.
33. The Defendants knew the bill was not owed and there is no way they can claim that they even thought that it was owed after the Plaintiffs had returned all their DIRECTV equipment in relation to the account #409326 and the Defendant's had received the equipment February 18, 2022 and had made note of it in the files, but continued to bill, to send illegal bills to the Plaintiffs herein.
34. To allow the Defendants to keep these funds in the amount of not less than \$3,209.53, would be clear illegal unjust enrichment, the Plaintiffs request exemplary damages, attorney's fees and any other damages or compensation they are owed.

WHEREFORE, Plaintiffs request damages as detailed below.

COUNT V
NEGLIGENT MISREPRESENTATION

35. Plaintiff's incorporate paragraphs above: 1 through 29

36. Incorporate all the various acts above, The Plaintiffs contend that the defendant's actions of sending the Plaintiff's two bills one labeled AT&T and one DIRECTV for the same amount and services was **clear negligent misrepresentation** committed by the Defendants.

37. The Defendants **fraudulently concealed their actions** by sending one bill from AT&T and one from DIRECTV, at different times during each month claiming the Plaintiffs owed money, which is a clear **misrepresentation**. The Defendants failed to exercise any degree of diligence that would have reasonably led them to know they were making these **misrepresentations**. Every month, the Plaintiff's relied on the Defendants misinformation that the account #409236 was closed and the monthly bills were related to Plaintiff's current property where they were living. The next month the Defendant's continued **misrepresentation** by sending the **fraudulent** bills and the Plaintiff's made payments. * The plaintiffs clearly suffered from relying on the Defendant's **fraudulent** bills.

COUNT VI
INNOCENT MISREPRESENTATION

38. Plaintiffs incorporates all the various acts of all paragraphs above,

39. If Plaintiff's fail to prove the Defendants acted with intentional fraud or gross negligence, warranting or equivalent to an intentional act, they clearly had an innocent misrepresentation. Claiming the bill was owed is clear misrepresentation and the Defendants is still liable for their damages and reimbursement to the Plaintiffs herein. The Plaintiff's request damages in the amount of not less than \$3,209.53 and additional Damages detailed below.

Wherefore, Plaintiffs request the damages detailed below.

DAMAGES

40. The Plaintiffs alleges that they suffered the following damages to wit:

(a) \$3,209,53 (dollars) for the actual funds that the defendant extorted acquired or obtained from the Plaintiffs herein.

PUNITIVE DAMAGES

(b) Punish the Defendants for clearly attempting by sending illegal bills not owed by the Plaintiffs through the United States Postal Service and the Defendants should have clearly known that the bill was not owed, but kept sending it out to the Plaintiffs, month after month. This is the type of egregious misconduct that warrants punitive damages under common law and under MCA §11-1-65.

ATTORNEY'S FEES

(c) Attorney's fees, fines of each fraudulent bill that was sent out to the Plaintiffs after they gave proper notice of cancellation of service.

FAIR DEBT COLLECTION ACT

(d) Under the **Fair Debt Collection Act Damages**, the Plaintiffs are eligible to receive \$1,000.00 for each fraudulent bill that was sent to the Plaintiffs from February, 2022 when they had not only been told orally that the service was disconnected but actually written a letter confirming the closing of the account when returning the DIRECTV equipment. (See attached, Exhibit A). The Defendants received the equipment that was returned in February and was noted and acknowledged February 18, 2022 and there is no way the Defendants could say they did not know the account was closed and was nonfunctioning; but still kept sending the fraudulent bills until October 2023. The Defendants cannot claim 20 misleading bills for a non-existing debt was a bonafide error

so no damages should be awarded against them. The Plaintiffs request all damages allowed under the Fair Debt Collection Act, (See U.S.L.A. §1692K(a)).

WHEREFORE, the Plaintiffs request \$1,000.00 per fraudulent bill, common law and statutory punitive damages, reasonable attorney fees, and court costs and such other relief the Court feels are appropriate and clearly an **amount over \$75,000.00**, Plaintiffs **Demand a Jury Trial.**

RESPECTFULLY SUBMITTED, this 7th day of December, 2023.

JIM DAVIS and MARIA DAVIS, Plaintiff

BY: /s/ Jim Davis
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